

COMMON PLEAS—TRIAL TERM—Parts 1 and 2.—Ad-

**COUNT OF GENERAL SESSIONS.**—Part 1.—Held by Judge Coville at eleven o'clock, A. M., on Monday, July 1st, 1890.  
Coville vs. Martin Daly, assault and battery; burglary; Same vs. Bernard Davis, burglary; Same vs. Robert May, burglary; Same vs. Susanna Jones, grand larceny; Same vs. Samuel Smith, grand larceny; Same vs. Lizzie Curman, grand larceny; Same vs. George Braden, grand larceny; Same vs. Isaac Welsh, larceny from the person; Same vs. William Murphy, grand larceny; The People vs. John J. Connelley, grand larceny; Court opens at eleven A. M.—The People vs. Thomas Grogan, Charles Doonan and James

**UNITED STATES DISTRICT COURT—In Admiralty.—**Held by Judge Choate. —Nos. 210. A. D. Sideracusi vs. G. Geddes; 114. J. Collins vs. J. Scully et al.; 84. C. Gruen vs. W. T. Frost et al.; 97. I. G. Unnoeber vs. Steamship Hindoo; 194. D. W. Manwaring vs. J. G. Chapin; 196. C. E. Bannister vs. J. H. Gilker; 195. L. E. Crovan vs. Steaming E. A. Packer; 125. J. Duffy vs. R. H. Williams; 105. I.

H. Parrell vs. Steamboat J. H. Starin; 115.  
G. A. Thordike vs. Steamboat J. H. Starin;  
73. W. A. Duell vs. Steamboat Niagara;  
101. G. Matoll vs. Steamtug A. B. Proston; 126. T.  
Gilligan, vs. Steamship Crescent City; 160. J.  
Casey vs. Brig Nile; 161. W. Andrus vs. Steamboat  
Saratoga; 117. B. Kane vs. Penny et al.; 129. P. J.  
Willis et al. vs. Steamship City of Austin; 136. Mid-  
dlessex Quarry Company vs. Schooner A. Mason; 111.

R. H. Powell et al. vs. Steamship Wharves 167; M. White vs. Steamship Lawrence; 178; M. Henderson vs. Steamship Othello; 121. P. I. O'Rourke vs. 230 Tons of Coal; 233. D. Berger vs. Steamship Jos. Stickney; 130. H. I. Newton vs. Schooner Paganusetti; 152. J. H. Moore et al. vs. Schooner Yankee Doodles; 144. J. Smith vs. 60,000 Feet of Lumber; 238. E. R. Lowe vs. Canal Boat M. M. Titus.

**UNITED STATES SUPREME COURT.**  
**THE METROPOLITAN HOTEL RENT CASE—RE-**  
**QUEST TO A BISHOPIC ILLEGAL—THE FLOOR**

IDA CENTRAL RAILROAD BOND,  
WASHINGTON, Dec. 22, 1879.

The following was among the business transacted in the United States Supreme Court to-day:—

No. 80. Cornelia W. Stewart, &c., et al., appellants, vs. John H. Platt, assignee, &c., et al.—Appealed from the Circuit Court of the United States for the Southern District of New York.

This action is brought by the assignee in bankruptcy of Simeon Leland & Co. to set aside, on account of alleged irregularities in filing

certain chattel mortgages and renewals thereof, covering the furniture in the Metropolitan Hotel, New York and executed by Leland F. Co. to the late Mrs. Stewart, and the said chattel mortgages were also to not aside, as being fraudulent preferences under the bankrupt act, certain conveyances of real estate alleged to be owned by Leland and Co., situated in New York and Westchester counties—two of the conveyances were executed by George S. Stewart, a nephew of the bankrupt, to the said Leland and Co., and the other wife of Warren Leland, to the said Stewart, and to him received in payment of the rent then due, and secured by the said chattel mortgages, Stewart and

The Court holds that a chattel mortgage, executed by a firm upon firm property, sold under the New York Uniform Commercial Code, is void if the firm severally resided, and that the conveyances of real estate were, as alleged by the assignee, fraudulent preferences under the Bankrupt act.

DECISION OF THE COURT.

The Court holds that a chattel mortgage, executed by a firm upon firm property, sold under the New York Uniform Commercial Code, is void if the

New York statute requires that the mortgage be filed in the city or town where the individual members of the firm severally reside. The residence of the mortgagor, and not the actual situs of the property, controls the place of filing. Upon this branch of the case, therefore, this Court concurs in the opinion of the Court below. The final decree of the Circuit Court, however, is

held to be erroneous in directing the residue of the proceeds of the mortgaged property after satisfying the execution creditors "to be paid to the assignor for the purpose of the trust." The court, in reaching this result, was influenced by the counsel of the assignee. This Court holds that although the chattel mortgages in question were void as against creditors because they were not filed in the proper place, they were valid as between the mortgagor and mortgagees without being filed, and that part of their proceeds due to the sale of the mortgaged property was to be retained by the mortgagor. The creditors who remained after the liens in the judgment creditors were discharged belonged not to the assignee in bankruptcy for the purposes of his trust.

As to the conveyances of real estate which the Circuit Court adjudged to be void as against the assignees in bankruptcy, this Court holds that the real estate in Westchester county belonged to Mrs. Warren Leland personally, and could be conveyed by her to whomsoever she chose without

reference to the solvency of the firm of Leland & Co., and that the conveyance to Stewart of the real estate in the city of New York was in effect a mere exchange of securities, not forbidden by either the letter or the spirit of the Bankrupt law. The decree of the Circuit Court is therefore reversed, with costs, and the cause remanded with

directions to enter a decree in conformity herewith. Justice Harlan delivered the opinion of the Court. Justice Field delivered an opinion concurring in the judgment of the Court, but holding that the domicile of a firm, under the law requiring chattel mortgages to be filed in the county where the mortgages reside, is the place where the firm is located and carries on its business, and that therefore the chattel mortgages in this case held the property against the judgments of the creditors. In this opinion Justices Swayne and Bradley concurred.

No. 32. *St. J. RAIN, Bishop, &c., Appellant, vs. G. G. Gibborey, executrix, &c.*—Appeal from the Circuit Court of the United States for the Western district of Virginia.

This was a suit to enforce a bequest made in the last will and testament of Malvina Mathews, of Wythe county, Va., to the Roman Catholic Bishop

of Wheeling or his successor, to be by him held in trust for whatever religious community the testatrix might belong to at the time of her death. She died a member of the Roman Catholic Sisterhood of St. Joseph. This court holds that since the bequest in controversy was not made to the Bishop of Wheeling personally but to the bishopric, and since the community for whose benefit it was intended is unincorporated and has no legal existence, the validity of such bequest can only be sustained on the

No. 1,622. The Florida Central Railroad Company, appellant, vs. J. Fred Schutte et al. Motion to

vacate supersedeas bond on account of fraud granted. Motion for leave to file new supersedeas bond denied. Motion to dismiss denied upon certain conditions to be fulfilled by the appellants. Decisions of the Court announced by the Chief Justice. \*Adjourned until to-morrow at twelve o'clock.

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**SALE OF SEIZED GOODS.**

Periodically the customs authorities of this city clear out the accumulated stock of goods that are seized by their officers. One of these public sales took place yesterday at the auction house of the Collector's auctioneers. The audience included a vast number of Mrs. Toodles, who ventured out in the sleet and snow to obtain bargains among the seized

goods. The catalogue embraced a great variety of things, but mostly cigars, cigarettes, snuff and liquors. Of the latter the leading feature was a lot of six demijohns of pure Jamaica rum, containing fifteen gallons, seized on the 1st day of May last on the steamer San Domingo, from the port of that name. The liquor was intended for the Manhattan Club, but, not having been described on

The consigneurs attending the sale soon ascertained its superior quality and a judge of the article obtained it at \$3 75 per gallon. Cigars were offered as they were seized, from one box of 100 to lots of 5,000. There were cigars from Germany, Cuba, Manila, the East Indies, Africa and China. The prices obtained for these ranged all the way from \$30 to \$185 per thousand. It was stated by those

who know that in nearly every instance the cigars sold at this sale could be duplicated regularly at twenty-five per cent less, and for fresh goods, if bought of the leading importers. The balance of the sale included silks, bringing an average price of \$3.25 per yard; camels' hair shawis, lacas, velvets, Chinese and Japanese curios, clothing and umbrellas. The amount realized will be between \$5,000 and \$9,000.

### DR. SAYRE'S COMPLAINT.

The Pray-Sayre case, which for a while engaged attention at the Yorkville Police Court, has come up there for a fresh investigation in another shape. This time it is Dr. Theodore H. Sayre who brings the action, and in his affidavit he charges Edward M.

Pray with perjury, claiming that his testimony in the former examination was false and unfounded. Dr. Sayre was honorably discharged by Justice Smith after the charges of blackmail preferred against him had been investigated, and on December 15 he applied to the same magistrate for a warrant for the arrest of Pray, which was granted. Yesterday the latter appeared in court and asked an examination, which was set down for the morning of Tuesday. Pray was then fixed at \$500 and General

December 30, last, was  
Frederick T. Locke, of No. 233 West Forty-sixth  
street, the father-in-law of the defendant, appeared  
as one bond-man. Pray was paroled to secure a second  
surety.